

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DAVID POWELL,)	
)	
Plaintiff,)	
)	Case No. 07 C 6503
v.)	
)	Judge Manning
GREENTREE,)	
)	
Defendant.)	

DEFENDANT GREEN TREE SERVICING LLC'S MOTION TO DISMISS

Defendant, Green Tree Servicing LLC ("Green Tree"), by its attorneys and pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure, hereby moves to dismiss the Complaint of the plaintiff, David Powell ("Powell"). In support of this motion, Green Tree states as follows:

1. This is Plaintiff's third *pro se* lawsuit against Green Tree, and like the two before it, this Complaint arises from a Retail Installment Contract and Security Agreement ("Agreement") which Powell entered into with WaterWerks Boat Sales, Inc. on May 21, 1998, and which WaterWerks assigned to Green Tree's predecessor-in-interest, Green Tree Financial Servicing Corporation, that same day. Plaintiff's most recent lawsuit was dismissed by Judge Nordberg on September 26, 2006 in the case of *Powell v. Conseco-Greentree*, Case No. 05 C 4284 in the Northern District of Illinois; that case involved allegations that Green Tree refused to provide Plaintiff with disability insurance after he became disabled.

2. Plaintiff commenced the present suit against Green Tree in the Circuit Court of Cook County, Illinois. Green Tree timely removed the case to this Court on November 15, 2007.

3. While Plaintiff's Complaint (a copy of which is attached hereto as Exhibit A) is anything but clear, Plaintiff cites to the Fair Credit Reporting Act, 15 U.S.C.A. §1681s-2

("FCRA"), and is presumably attempting to assert a claim under FCRA, as well as state law claims for breach of contract and negligent misrepresentation.

4. The U.S. Supreme Court has recently clarified the standard to be applied to a Rule 12(b)(6) motion to dismiss as follows:

While a complaint attacked by a Rule 12(b)(6) motion to dismiss does not need detailed factual allegations... a plaintiff's obligation to provide the "grounds" of his "entitlement to relief" requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do... Factual allegations must be enough to raise a right to relief above the speculative level...

Bell Atlantic Corp. v. Twombly, ___ U.S. ___, 127 S. Ct. 1955, 1965, 2007 U.S. LEXIS 5901.

5. In this case, Plaintiff does not even engage in a "formulaic recitation of the elements" of any particular cause of action, let alone meet the *Twombly* standard of pleading sufficient facts to "raise a right to relief above the speculative level." Indeed, it is unclear from Plaintiff's Complaint exactly what alleged conduct Plaintiff believes was unlawful, why Plaintiff believes the alleged conduct was unlawful, how that conduct supports the legal theories alleged, or what relief Plaintiff is seeking.

6. At best, Plaintiff alleges that Green Tree has in the past given Plaintiff certain loan extensions, and has now denied a further request for extension. Such an allegation simply does not support any recognizable cause of action, whether characterized as a violation of FCRA, breach of contract, or negligent misrepresentation.

WHEREFORE, defendant, Green Tree Servicing LLC, requests that the Court dismiss the Complaint with prejudice.

Respectfully submitted,

/s/ Marshall L. Blankenship
One of the attorneys for defendant,
Green Tree Servicing LLC

James D. Adducci
Marshall L. Blankenship
Adducci, Dorf, Lehner,
Mitchell & Blankenship, P.C.
150 N. Michigan Avenue
Suite 2130
Chicago, IL 60601-7524
(312) 781-2800

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

MR DAVID POWELL
Plaintiff(s)

GREENTREE
5002 AND MARK TOWERS
345 ST. PETER ST.
ST PAUL MN 55104
Defendant(s)

No. 07 776 5396

Contract _____

Amount Claimed \$ 50,000 + C.C.

Return Date _____

COMPLAINT

The Plaintiff(s) claim(s) as follows:

I Mr. David Powell Plaintiff Pro-Se Motions the Court under the Civil Rules of Procedure for the Defendant's Breach of Contract for loan extension on account No. 147716724 as promised. The Defendant's Negligent Misrepresentation on an express contract agreement 110.21 contracts has caused the Plaintiff undo hardship. The Defendant has shown the propensity in the past to honor said loan extensions after the Plaintiff's date of disability in which the Defendant has denied the Plaintiff's request for insurance on said account, listed in the exhibits before the Court. In support of my Motion of Complaint the term willful as used in the Fair Credit Reporting Act by knowingly and intentionally committing an act in conscious disregard for the rights of others. Wiggins vs, Equifax D.D.C.1993,848 F.Supp.213. The Plaintiff Prays the Court for relief in this matter for the sanction as listed and any other means the Court finds equitable and just.

Respectfully Submitted
Mr. David Powell Plaintiff Pro-Se

I, DAVID POWELL, certify that I am the PLAINTIFF
(Name) (Name of Attorney if applicable)

plaintiff in the above entitled action. The allegations in this complaint are true.

Atty. No.: PRO SE Pro Se 99500

Dated: 10-31-07

Atty. (or Pro Se Plaintiff)

Name: DAVID POWELL

Address: P.O. BOX 5283

City/State/Zip: MINNEAPOLIS, ILL 60958

Telephone: 708 471 1308

Signature

☐ Under penalties as provided by law pursuant to 735 ILCS 5/1-109 the above signed certifies that the statements set forth herein are true and correct.

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

EXHIBIT

A

EXHIBIT 1

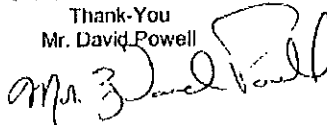
Conseco
500 Landmark Towers
345 St. Peter St.
St. Paul, Minn
55102-1641

December 15th 2000

Director;

This letter is my request of information on your companys policy concerning disability insurance on boat loans and motorcycle loans. When the original purchase contract is signed and insurance is taken out, what party is responsible for these payments?, is it Conseco or does Conseco have its own insurance carrier for these loans?, or is it the retailers responsibility? I hope your office can clarify these matters for me.

Thank-You
Mr. David Powell



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Received by (Please Print Clearly) <i>[Signature]</i></p> <p>B. Date of Delivery</p>	
<p>1. Article Addressed to:</p> <p>CONSECO 500 LANDMARK TOWERS 345 ST. PETER STREET ST. PAUL, MINN 55102-1641</p>		<p>C. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>2. Article Number (Copy from service label)</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p> <p><i>[Circular Postmark: ST. PAUL, MINN 22]</i></p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-4-0952

J. HIBT 2

Mr. David Schwartz
Greentree Servicing
345 St. Peter Street
St. Paul, Minn 55102

April 25th 2007

Mr. Schwartz;

I was instructed to write concerning an extension request on my boat loan. the representative's name is Angela, no last name was given this writer. I believe she can be located in the loan division. I find this unusual as I in the past normally would receive a two month extension simply by requesting it. There was mention of past litigation, hence her instructions to write you.

I did explain to Angela, that in the past no matter the level of litigation, I was granted the extension. As of this date the loan payment is 25 days late, in previous requests I was told the loan had to be 30 days late, upon which the documents for the two month extension would be sent by facsimile. I am now wondering if I will be given the same opportunity for said extension, and if not a reason for any denial of my request herein. My account No. is 147716724, please inform this writer as to the status of my request.

Thank-You
Mr. David Powell
P.O. Box 5282
Lansing, ILL 60438

SENT VIA U.S. Reg Mail
Receipt No. 7006 0100 0007 0056 8977

7006 0100 0007 0056 8977

U.S. Postal Service	
CERTIFIED MAIL - RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 0.39
Certified Fee	\$2.40
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$ 2.79
Sent To: GREENTREE SERVICING Street, Apt. No.: 345 ST. PETER ST or PO Box No.: LANSING, MI 48206 City, State, Zip: ST. PAUL, MINN 55102	
PS Form 3800, June 21/02 See Reverse for Instructions	

EXHIBIT 3

TELEPHONE VOICE MAIL TRANSCRIPTION PLAINTIFF'S PHONE
BY CONSECO -GREENTREE EMPLOYEE ANGELICA EXT 34211

HELLO THIS CALL IS FOR DAVID POWELL THIS IS ANGELICA WITH
GREENTREE IT IS VERY IMPORTANT THAT YOU RETURN MY CALL
THIS IS REGARDING AH THE PICKUP OF THE BAYLINER BOAT AND
TRAILER I NEED YOU TO CONTACT ME REGARDING THIS APPOINTMENT
MY NUMBER IS 888 800 9756 AND MY EXTENSION IS 34211 IT IS VERY
IMPORTANT THAT YOU RETURN MY CALL THANKYOU.

MESSAGE RECIEVED ON THE 29TH OF OCTOBER PLAINTIFF'S VOICEMAIL
TO REPOSESS.

EXHIBIT 4

TELEPHONE VOICE MAIL TRANSCRIPTION PLAINTIFF'S PHONE
BY CONSECO-GREENTREE EMPLOYEE BETES EXT 33677

THIS MESSAGE IS FOR DAVID POWELL THIS MR BETES WITH
GREENTREE I NEED FOR YOU TO RETURN MY CALL TODAY
AS SOON AS POSSIBLE TODAY IS TUESDAY OCTOBER 30TH
THE NUMBER IS 888 800 9756 EXT 33677 THANKYOU

MESSAGE RECIEVED ON THE 30TH OF OCTOBER PLAINTIFF'S VOICEMAIL
REQUESTING THE SAME INFORMATION FOR LOAN EXTENSION

National City

National City Bank
Munster Office
9175 Calumet Avenue
Munster, IN 46321
(219) 836-2403

EXHIBITS

October 30, 2007

Re: Check by phone completed by David Powell

To: Greentree (Conseco)

To Whom It May Concern,

This letter is to acknowledge that , I, Tony Santana, verified Mr. Powell's bank account #, and National City Banks routing # for the purpose of paying a check by phone.

I spoke with a representative from Greentree
to confirm Mr. Powell's check by phone information.

If you have any questions I can be reached at 219-836-2403 or by email at
louis.santana@nationalcity.com.

Sincerely,



Tony Santana
Vice President
Manager
Munster Banking Center

AFFIDAVIT OF MR. DAVID POWELL

I Mr. David Powell being over the age of eighteen and duly sworn do hereby submit this affidavit and if called to testify on its contents would freely do so. On the 29th of October 2007 I recieved a voicemail message as listed in exhibit 3. I returned the call and asked the question is it your intent to start reposession? I was instructed to call Mr. Betes, I informed Angelica I had a dental appointment. On the October 30th 2007 I called Mr. Betes and informed I was under Doctors care. mr. Betes went into his request for the same information previously given to him, Mr. Betes the informed me that a sum of money was to be sent in the amount of 105.47, I asked Mr. Betes about his guarantee of this loan extension and reminded him the conversation was witnessed, Mr. Betes ignored this. Mr. Betes called again and told me he had made a mistake, I was now told by Mr. Betes I was to remit a sum of 97.56. I again reminded Mr. Betes of his quarantee of the 25th, Mr. Betes again ignored his promise of a loan extension.

Affiant Further Saith Not
M r. David Powell Plaintiff Pro-Se

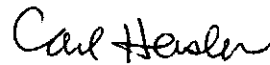
A handwritten signature in black ink, appearing to read "Mr. David Powell", written in a cursive style.

AFFIDAVIT OF MR.CARL HASLER

I Mr. Carl Hasler, being over the age of eighteen and duly sworn do hereby submit this affidavit and if called testify on its contents would freely do so. On the twentyfourth of October 2007, I was a witness to conversation between Mr. David Powell and an employee of a finance company known as Betes. In this conversation Mr. Powell informed employee Betes no fewer than three times that I Mr. Carl Hasler would witness this conversation, Betes was clearly aware of this and commented to Mr. Powell {Betes Quote; Don't put me on the spot} Mr. Powell asked if there were any attempts to repossess his boat and trailer, and asked Betes the date of his request for a loan extension. {Betes Answer quote} your loan extension is approved for the twentyfifth of October 07. Mr. Powell then asked again about repossession {Bates Quote there will be no repo activity.}

Affiant Further Saith Not

Mr. Carl Hasler

A handwritten signature in cursive script that reads "Carl Hasler".

**DEFERRED PAYMENT
ADDENDUM TO
CONSUMER FINANCE RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT**

Fax # 1-800-247-7353
Attn: Heather S.

We the undersigned do hereby agree to the following terms incorporated into the Consumer Finance Retail Installment Contract and Security Agreement (hereinafter "Contract") dated 5/21/98 and entered into between David M. Powell (hereinafter "Buyer") and WaterWorks Boat Sales, Inc. (hereinafter "Seller") and assigned to Green Tree Financial Servicing Corporation (hereinafter "Green Tree") for the purchase of a New 1998 Bayliner Trophy 2052, Mercury 4.3 Motor, Escort BT22GAB Trailer (year, make, model, description of goods).

Buyer(s) agree the first payment due under the contract will be deferred for 120 days ("Deferral Period") so that the payments in the amount of \$ 296.55 shall be paid starting approximately 120 days from the Contract date and will be paid thereafter each month until all the payments have been made.

Buyer(s) further agree the interest stated in the Contract shall begin to accrue on the outstanding unpaid balance of the Contract from the date of the Contract. Therefore, interest will accrue during the 120 day Deferral Period. Your monthly payments will be allocated to payment of interest accrued during this Deferral Period and any other accrued interest until the accrued interest is repaid. When the accrued interest is repaid, the monthly payments will be allocated to the unpaid principal balance and interest according to the Contract.

This addendum to the Contract will be in full force and effect as of the day signed below. Except as hereby amended, all of the terms of the Contract shall remain in full force and effect.

5-21-98
Date

[Signature]
Buyer

5-21-98
Date

[Signature]
Seller

Thanks!

JUN-18-98 FRI 10:15 AM

17087889799

P. 01

Buyer Name and Address
 Case # 06503 Document 6
 David M. Powell
 1612 186th St.
 Lansing, IL 60438

Seller Name and Address
 WaterWorks Boat Sales, Inc.
 18660 S. Cicero Ave.
 Country Club Hills, IL 60478

"You" and "your" mean each Buyer above, and each guarantor, jointly and individually.

"We" and "us" mean the Seller above, its successors and assigns.

SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the goods (Goods) and services described below. The Goods are sold in their present condition, together with the usual accessories and attachments.

Description of Goods or Services Purchased	Serial or Unit No.	Motor or Cabinet No.	Price of Each Unit
New 1998 Bayliner Trophy 2052		Serial# USCA19PDK798	
New 1998 Mercruiser 4.3 Motor		Serial# OLO40843	
New 1998 Escort BT22GAB Trailer		Serial# 405222LA04M000019	

Description of Other Collateral
 (Not household goods)

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the Amount Financed as disclosed below, plus finance charges according to the unpaid balance at the Annual Percentage Rate disclosed below per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

MINIMUM FINANCE CHARGE: You agree to pay a minimum finance charge of \$ 0 if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of.
10.00 %	\$ 26,431.40	\$ 26,951.59	\$ 53,382.99	\$ 1,152.50
Payment Schedule: Your payment schedule will be				
Number of Payments	Amount of Payments	When Payments Are Due		
180	\$296.55	Monthly Payments Beginning 09/20/98		

Security: You are giving a security interest in the Goods purchased.
☐ (description of other property)

Prepayment: If you pay off this Contract early, you may have to pay a Minimum Finance Charge, and you will have to pay an acquisition fee.
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refund and penalties.

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

Credit Life: Insured
☐ Single ☐ Joint Prem. \$ N/A Term _____
Credit Disability: Insured
☐ Single ☐ Joint Prem. \$ N/A Term _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

Buyer N/A Date Buyer N/A Date
 Buyer N/A Date

☐ **PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The deductible amount of this insurance may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for _____ of coverage.

This premium is calculated as follows:

☐ Fire-Theft and Combined Additional Coverage \$ N/A
☐ \$ N/A
☐ \$ N/A

EXECUTION AND ASSIGNMENT: This Contract and Security Agreement is executed by the Seller and assigned to Green Tree Financial Servicing Corporation, 332 Minnesota Street, St. Paul, MN 55101; the Assignee, phone 1-800-241-3040. This assignment is made under the terms of a separate agreement.

Seller By *WaterWorks* Date *5-21-98*

ILLINOIS RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

© 1998 Bankers Systems, Inc., St. Cloud, MN, Form GTC-51-QS-IL 1/26/97

ITEMIZATION OF AMOUNT FINANCED

Goods and/or Services Price	\$ 27,951.59
(Including sales tax of \$ 1,866.59)	
Service Contract, Paid to:	\$ 0
Cash Price	\$ 27,951.59
Less: Manufacturer's Rebate	\$ 17,000.00
Less: Cash Down Payment	\$ 152.50
Trade-In Allowance	\$ 0
Less: Amount Owning	\$ 0
To:	\$ 0
Net Trade-In	\$ 0
Total Down Payment	\$ 1,152.50
Unpaid Balance of Cash Price	\$ 26,799.09
(Cash Price Less Total Down Payment)	
Paid to Public Officials - Filing Fees:	\$ 152.50
Insurance Premiums	\$ 0
Paid to Seller - Document Prep Fee	\$ 0
To:	\$ 0
To:	\$ 0
To:	\$ 0
Total Other Charges	\$ 152.50
(Including Amounts Paid to Others on Your Behalf)	
Less: Prepaid Finance Charges	\$ 0
Amount Financed	\$ 26,951.59
(Unpaid Balance of Cash Price Plus Other Charges)	

NOTICE TO THE BUYER

(1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the agreement you sign. (3) Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS RETAIL INSTALLMENT CONTRACT.

Buyer *David M. Powell* Date *5-21-98*
 Signature _____ Date _____
 Signature _____ Date _____
 Signature _____ Date _____

GT-52-14-001 (1/97) (page 1 of 2)

GOODS AND SERVICES - NOT FOR HOME IMPROVEMENT OR MANUFACTURED HOMES

ADDITIONAL TERMS OF THIS CONTRACT AND SECURITY AGREEMENT

[illegible]



Date: 5/26/98

Dear Customer: DAVID M. POWELL

We would like to take this opportunity to welcome you as a customer of Green Tree. As you know we have been selected to handle your new retail installment contract. We are happy to have you as one of our valued customers and want to thank you for this opportunity to serve you.

The Notice of Assignment printed below is for your information. Perhaps you will want to retain it with your copy of the contract for future reference.

Our job is to look after your needs personally and help you in any way we can. If you have any problems or questions about your account, please get in touch with us.

Sincerely,

HEATHER STENE 82625

NOTICE

We may communicate information about you to one or more of our affiliate corporations which are owned or controlled by Green Tree Financial Corporation. Under the federal Fair Credit Reporting Act, you have a right to prevent this communication of information about you, except for the communication of information relating solely to your credit transaction with us or our experiences with you. You may direct us not to communicate information about you to our affiliates by sending a written request to the address below.

We may also furnish information about your account to one or more consumer reporting agencies (credit bureaus). If you dispute the accuracy or completeness of information furnished by us, please send a detailed written statement regarding your dispute to:

Green Tree Financial
P.O. Box 64135
St. Paul, MN 55164-0135

NOTICE OF ASSIGNMENT

_____ ("Green Tree"), has purchased a retail installment contract from
WATERWORKS BOAT SALES, INC.. Your contract calls
for 180 monthly payments of \$ 296.55 beginning 9/25/98.
Payments should be made to Green Tree with the statement and envelope provided to you monthly. All
correspondence should be directed to: Green Tree, Consumer Finance Division, 332 Minnesota Street,
Suite 620, St. Paul, MN 55101.

Your account number with Green Tree is 14771672-4 and should be referenced on all correspondence. If you have not received your invoice by the time your first payment is due, please use the following "coupon" and enclosed envelope when sending your initial payment to our office.

Detach Here for Payment

Name DAVID M. POWELL

Address 1612 196TH ST
LANSING IL 60438

9/25/98
Due Date
Payment Amount 296.55
Total _____
Account Number 14771672-4

CONSUMER FINANCE - CENTRAL

JCWELZZ1
GT-35-00-003 (11/87)

Buyer (Name and Address) Kevin M. Poles 1612 186th St. Lansing, IL 60438	Seller (Name and Address) Caterwauls Boat Sales, Inc. 18660 S. Cicero Ave. Country Club Hills, IL 60478
"You" and "your" mean each Buyer above, and each guarantor, jointly and individually.	"We" and "us" mean the Seller above, its successors and assigns.
SALE: You agree to purchase from us, on a time basis, subject to the terms and conditions of this contract and security agreement (Contract), the goods (Goods) and services described below. The Goods are sold in their present condition, together with the usual accessories and attachments.	
Description of Goods or Services Purchased New 1998 Bayliner Trophy 2052 New 1998 Mercruiser 4.3 Motor New 1998 Escort 8T22GAB Trailer	Motor or Cabinet No. Serial# USCA19FDK798 Serial# 0LO40843 Serial# 405222LA0N000019
Serial or Unit No.	Price of Each Unit

Description of Other Collateral
(Not household goods)

PROMISE TO PAY AND PAYMENT TERMS: You promise to pay us the Amount Financed as disclosed below, plus finance charges accruing on the unpaid balance at the Annual Percentage Rate disclosed below per year from today's date until paid in full. Finance charges accrue on a 365 day basis. You agree to pay this Contract according to the payment schedule shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

MINIMUM FINANCE CHARGE: You agree to pay a minimum finance charge of \$ 0.00 if you pay this Contract in full before we have earned that much in finance charges.

DOWN PAYMENT: You also agree to pay, or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

TRUTH IN LENDING DISCLOSURES			
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments.
10.00 %	\$ 26,431.40	\$ 26,951.59	\$ 53,382.99
TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of			
\$ 54,535.49			
Payment Schedule: Your payment schedule will be			
Number of Payments	Amount of Payments	When Payments Are Due	
180	\$296.55	Monthly Payments Beginning 09/ 20/98	
Security: You are giving a security interest in the Goods purchased. <input type="checkbox"/> (description of other property)			
Prepayment: If you pay off this Contract early, you may have to pay a Minimum Finance Charge, and you will have to pay an acquisition fee.			
Contract Provisions: You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.			

CREDIT INSURANCE: Credit life, credit disability (accident and health), and any other insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverage you have chosen to purchase.

Credit Life: Insured
☐ Single ☐ Joint Prem. \$ N/A Term _____

Credit Disability: Insured
☐ Single ☐ Joint Prem. \$ N/A Term _____

Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverage we offered.

Buyer N/A Date _____ Buyer N/A Date _____

Buyer N/A Date _____

☐ **PROPERTY INSURANCE:** You must insure the Property securing this Contract. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The deductible amount of this insurance may not exceed \$ N/A. If you get insurance from or through us you will pay \$ N/A for _____ of coverage.

This premium is calculated as follows:
☐ Fire-Theft and Combined Additional Coverage \$ N/A
☐ _____ \$ N/A
☐ _____ \$ N/A

EXECUTION AND ASSIGNMENT: This Contract and Security Agreement is executed by the Seller and assigned to Green Tree Financial Servicing Corporation, 332 Minnesota Street, St. Paul, MN 55101, the Assignee, phone 1-800-241-3040. This assignment is made under the terms of a separate agreement.

Seller: By [Signature] Date 5-21-98

ITEMIZATION OF AMOUNT FINANCED	
Goods and/or Services Price	\$ 27,951.59
(including sales tax of \$ 1,856.59)	
Service Contract, Paid to:	\$ <u>0.00</u>
Cash Price	\$ 27,951.59
Less: Manufacturer's Rebate	\$ 1,000.00
Less: Cash Down Payment	\$ 152.50
Trade-In Allowance	\$ <u>0.00</u>
Less: Amount Owning	\$ <u>0.00</u>
To:	\$ <u>0.00</u>
Net Trade-In	\$ <u>0.00</u>
Total Down Payment	\$ 1,152.50
Unpaid Balance of Cash Price	\$ 26,799.09
(Cash Price Less Total Down Payment)	
Paid to Public Officials - Filing Fee	\$ 152.50
Insurance Premiums	\$ <u>0.00</u>
Paid to Seller - Document Prep Fee	\$ <u>0.00</u>
To:	\$ <u>0.00</u>
To:	\$ <u>0.00</u>
To:	\$ <u>0.00</u>
Total Other Charges	\$ 152.50
(Including Amounts Paid to Others on Your Behalf)	
Less: Prepaid Finance Charge	\$ <u>0.00</u>
Amount Financed	\$ 26,951.59
(Unpaid Balance of Cash Price Plus Other Charges)	

NOTICE TO THE BUYER
 (1) Do not sign this agreement before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the agreement you sign. (3) Under the law you have the right, among others, to pay in advance the full amount due and to obtain under certain conditions a partial refund of the finance charge.

BY SIGNING BELOW BUYER AGREES TO THE TERMS ON PAGES 1 AND 2 OF THIS CONTRACT AND ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS RETAIL INSTALLMENT CONTRACT.

Buyer: [Signature] Date 5-21-98

Signature _____ Date _____

Signature _____ Date _____

Signature _____ Date _____

CERTIFICATE OF SERVICE

The undersigned, one of the attorneys for defendant, certifies that on July 29, 2005, he caused a copy of the foregoing Notice of Motion and Defendant Green Tree Servicing LLC's Motion to Dismiss to be mailed, first-class postage prepaid, to:

David Powell
P.O. Box 5282
Lansing, IL 60438

